

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket HWCA 00/01-3023
Jobber Environmental)	CONSENT ORDER
Service, Inc.)	
12882 Pierce Street)	
Pacoima, California 91331)	
CAR 000036673.)	Health and Safety Code
)	Section 25187
Respondent)	

The State Department of Toxic Substances Control
(Department) and Jobber Environmental Services, Inc. (Respondent)
enter into this Consent Order and agree as follows:

1. Respondent transports hazardous waste and is doing
business at the following location: 12882 Pierce Street, Pacoima,
California 91331 (Site).

2. The Department inspected the Site on October 31,
2000 and November 15, 2000.

3. The Department alleges the following violations:
3.1. The Respondent violated Health and Safety Code (HSC),
section 25201 (a) in that on or about October 31, 2001, Respondent
stored hazardous waste without authorization from the Department.
Respondent transported and stored hazardous waste (solvent) for
more than 10 days during the normal course of transportation
without authorization from the Department.

4. A dispute exists regarding the alleged violations.



1 5. The parties wish to avoid the expense of litigation and
2 to ensure prompt compliance.

3 6. Jurisdiction exists pursuant to Health and Safety
4 Code (HSC) section 25187.

5 7. Respondent waives any right to a hearing in this
6 matter.

7 8. This Consent Order shall constitute full settlement
8 of the violations alleged above, but does not limit the
9 Department from taking appropriate enforcement action concerning
10 other violations.

11 9. Respondent admits the facts alleged in the
12 Inspection Report dated December 22, 2000 for the purpose of any
13 subsequent action brought pursuant to the Hazardous Waste Control
14 Law, Health and Safety Code, Section 25100 et seq., within five
15 years of the date of the violation alleged in the inspection
16 occurred.

17
18 SCHEDULE FOR COMPLIANCE

19 10. Respondent shall comply with the following:

20 10.1. Respondent shall not store hazardous waste longer
21 than 10 days without an authorization from the Department.

22 10.2. Submittals: All submittals from Respondent
23 pursuant to this Consent Order shall be sent simultaneously to:

24
25 Florence Gharibian, Branch Chief
26 Statewide Compliance Division
27 Department of Toxic Substances Control
 1011 North Grandview Avenue
 Glendale, California, 91201



1 10.3. Communications: All approvals and decisions of
2 the Department made regarding such submittals and notifications
3 shall be communicated to Respondent in writing by a Branch Chief,
4 Department of Toxic Substances Control, or his/her designee. No
5 informal advice, guidance, suggestions, or comments by the
6 Department regarding reports, plans, specifications, schedules,
7 or any other writings by Respondent shall be construed to relieve
8 Respondent of its obligation to obtain such formal approvals as
9 may be required.

10 10.4. Department Review and Approval: If the
11 Department determines that any report, plan, schedule, or other
12 document submitted for approval pursuant to this Consent Order
13 fails to comply with the Order or fails to protect public health
14 or safety or the environment, the Department may return the
15 document to Respondent with recommended changes and a date by
16 which Respondent must submit to the Department a revised document
17 incorporating the recommended changes.

18 10.5. Compliance with Applicable Laws: Respondent
19 shall carry out this Order in compliance with all local, State,
20 and federal requirements, including but not limited to
21 requirements to obtain permits and to assure worker safety.

22 10.6. Endangerment during Implementation: In the
23 event that the Department determines that any circumstances or
24 activity (whether or not pursued in compliance with this Consent
25 Order) are creating an imminent or substantial endangerment to
26 the health or welfare of people on the site or in the surrounding
27 area or to the environment, the Department may order Respondent



to stop further implementation for such period of time as needed

to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

10.7. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

10.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling



and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

10.9. Sampling, Data, and Document Availability:

Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of *six* years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

10.10. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State of



1 California be held as a party to any contract entered into by
2 Respondent or its agents in carrying out activities pursuant to
3 this Consent Order.

4 10.11. Incorporation of Plans and Reports: All plans,
5 schedules, and reports that require Department approval and are
6 submitted by Respondent pursuant to this Consent Order are
7 incorporated in this Consent Order upon approval by the
8 Department.

9 10.12. Extension Reauests: If Respondent **is** unable to
10 perform any activity or submit any document within the time
11 required under this Consent Order, the Respondent may, prior to
12 expiration of the time, request an extension of time in writing.
13 The extension request shall include a justification for the
14 delay.

15 10.13. Extension Approvals: If the Department
16 determines that good cause exists for an extension, it will grant
17 the request and specify in writing a new compliance schedule.

18 PAYMENTS

19 11. Within 30 days of the effective date of this
20 Consent Order, Respondent shall pay the Department a total amount
21 of two thousand dollars (\$ 2,000) in penalty. Respondent's check
22 shall be made payable to Department of Toxic Substances Control,
23 and shall be delivered together with the attached Payment Voucher
24 to:

25 Department of Toxic Substances Control
26 Accounting Office
27 1001 I Street
P.O. Box 806
Sacramento, California 95812-0806



A photocopy of the check shall be sent:

To: Florence Gharibian, Branch Chief
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California, 91201

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to HSC § 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

12.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

12.2. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by HSC section 25188 and other applicable provisions of law.

12.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have



responsibility for and jurisdiction over the subject matter of
this Consent Order.

12.4. Effective Date: The effective date of this
Consent Order is the date it is signed by the Department.

12.5. Integration: This agreement constitutes the
entire agreement between the parties and may not be amended,
supplemented, or modified, except as provided in this agreement.

Dated: _____

Signature of Respondent's
Representative

Dated: _____

Typed or Printed Name and Title of
Respondent's Representative

Dated: _____

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Florence Gharibian, Branch Chief
Statewide Compliance Division
Department of Toxic Substances
Control
1011 North Grandview Avenue
Glendale, California, 91201

